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January 4, 2022

VIA ECF and E-Mail

Hon. Judge J. Paul Oetken
United States District Court, Southern District of New York
Thurgood Marshall United States Courthouse
40 Foley Square
New York, NY 10007
Courtroom 706

Re: *Piaggio Group Americas, Inc. v. Mach 1 Global Services, Inc.*
Case No. 1:21-cv-09926-JPO

Dear Judge Oetken:

This law firm represents Defendant Mach 1 Global Services, Inc. ("Defendant") in the above-captioned matter. Defendant submits this letter motion for leave to file the Transportation Management Agreement between Plaintiff Piaggio Group Americas, Inc. ("Plaintiff") and Defendant (the "Agreement") under seal in connection with Defendant's forthcoming response to Plaintiff's Complaint, presently due on January 10, 2022.

As the Court is aware, Plaintiff's Complaint asserts a cause of action for breach of the Agreement. Plaintiff selectively quotes, but does not attach, the full Agreement. The Agreement also contains a confidentiality provision, which requires both Plaintiff and Defendant to keep all provisions of the Agreement confidential, absent consent of the other party. Plaintiff has already quoted and referenced selective portions of the Agreement in its Complaint, and Defendant therefore assumes that Plaintiff is willing to consent to the disclosure of the Agreement. Moreover, having placed the Agreement at issue by bringing a breach of contract claim thereunder, Plaintiff effectively consents to disclosure of the Agreement. Defendant agrees that disclosure of the Agreement is certainly *necessary* for the purposes of this litigation.

Nonetheless, Defendant seeks leave to file the eight (8) page Agreement under seal because it contains information that is confidential and proprietary to Defendant, including, but not limited to, pricing and service terms. Understandably, the terms of the Agreement are commercially sensitive, as access to what Defendant offers and charges its customers would provide its competitors with a commercial advantage. Defendant's interest in protecting this commercially sensitive information substantially outweighs any interest on the part of the public in accessing this information. Further, Defendant's request is narrowly tailored to seal only the eight (8) page Agreement itself. Thus, Defendant respectfully requests that the Court allow Defendant to file the Agreement under seal in connection with its forthcoming response to the Complaint and for all other uses in this litigation.

Per Your Honor's Individual Rules and Practices, Defendant contemporaneously files the Agreement (attached hereto as **Exhibit 1**) under seal on ECF, with the appropriate level of

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restriction and in accordance with Standing Order 19-MC-583 and Section 6 of the SDNY Electronic Case Filing Rules and Instructions.

We thank the Court for its time and attention to this matter.

Respectfully submitted,

BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP

/s/ Marc S. Blubaugh

Marc S. Blubaugh

cc: Adam M. Levy, Esq. (via e-mail and ECF)
Edward C. Wipper, Esq. (via e-mail and ECF)
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